



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NUMBER: 08-0022

QUALIFICATIONS FOR: Emergency &
Non-Emergency Ambulance Services

DUE DATE: **October 4, 2007**

DUE TIME: **2:00 P.M.**

CITY CONTACT: Janice K. Hughes, CPPB
Purchasing Agent
E-mail: Janice.hughes@arlingtontx.gov
Telephone: 817-459-6304
Fax: 817-459-6334

Sealed qualifications statements, one (1) original and six (6) copies plus one (1) *CD version (.PDF format preferred)*, subject to the Terms and Conditions of this RFQ and other contract provisions, will be received in the **Purchasing Division, 201 E. Abram, Suite 800, Arlington, Texas 76010**, before the due date and time shown above. **Proposals must be returned in a sealed envelope or other appropriate package, addressed to the Purchasing Agent, City of Arlington and have the proposal number, due date, and company name clearly marked on the outside envelope.** Late submissions will be returned to the vendor unopened. Submissions may be withdrawn at any time prior to the due date and time shown above. Submissions may not be altered, amended or withdrawn after the due date and time without the recommendation and approval of the Purchasing Agent. The undersigned agrees, if the qualifications statement is accepted, that the City may investigate and verify any and all information contained in the Proposer's submission.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE PROPOSING VENDOR FOR CONTRACTUAL PERFORMANCE AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE RFQ. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN. BY SIGNING BELOW.

Company Name and Address	Company's Authorized Agent:
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
Telephone No.	Date
Fax No.	Email address:

**CITY OF ARLINGTON
INSTRUCTIONS TO PROPOSING FIRMS**

1. DELIVERY OF QUALIFICATIONS

Qualifications must be received in the Purchasing Office prior to the due date and time. It is the sole responsibility of the proposing firms to ensure timely delivery of the submission. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the proposing firm. Late submissions will be returned to the Respondent unopened. The time stamp clock in the Purchasing Office is the time of record.

Be advised that the Municipal Court has relocated to the Municipal Office Tower, and there is now only one entrance into the building. Vendors will be required to enter and pass through security at the North Entrance (through the metal detector). All packages will be also be scanned. This could be a lengthy process. The Bid response must arrive on the 8th floor by 2:00 pm in order to be considered.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of submission documents to the City of Arlington, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

2. EXAMPLE OF PROPERLY IDENTIFIED ENVELOPE:

- a. Bidder's Name
- b. Address
- c. City, State, Zip
- d. City of Arlington
- e. Purchasing Division, 8th Floor
- f. 201 E Abram Street
- g. Arlington, Texas 76010
- h. RFQ Number:
- i. RFQ Due Date:
- j. RFQ Name:

3. QUALIFICATIONS DOCUMENTS

Review of Documents: Proposing firms are expected to examine all documents that make up the RFQ. Proposing firms shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the RFQ. Proposing firms must use a complete RFQ to prepare their response. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete RFQs.

Location of Documents: The Purchasing Division issues RFQs. The location and phone number for the Purchasing Division is specified in the advertisement and the RFQ.

This RFQ may be downloaded from the Demand Star job posting system located at www.demandstar.com Registration on-line may be subject to a registration fee. You may also register for free by calling Onvia customer support at 1(800)331-5337 and telling the support representative that you are registering for City of Arlington procurements. All addenda and notices related to this procurement will

be posted by the City on Demand Star. In the event that this RFQ is obtained through any means other than Demand Star, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFQ document.

Explanations or Clarifications: Any explanation, clarification, or interpretation desired by a proposing firm regarding any part of the RFQ must be requested in writing from the Purchasing Division prior to the deadline established herein. Interpretations, corrections, or changes to the RFQ made in any other manner are not binding upon the City, and proposing firms shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be faxed to the City at (817) 459-6334, or emailed to the Purchasing Agent listed in Section Two. The document must clearly identify the proposing firm, point of contact and RFQ number. Any written information given to one firm concerning the RFQ will be furnished as an addendum to all firms who attend the mandatory pre-proposal meeting.

Preparation of RFQ: Each proposing firm must furnish the information required by the RFQ on the documents provided, and on clearly referenced attachments as needed. RFQs submitted on other than the forms included in the RFQ package may be considered non-responsive. Any attempt to alter the wording in the RFQ may result in rejection of the RFQ.

Taxes: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. RFQs may not include exempted taxes. The successful firm should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

Brand Name or Equal (if applicable): If the proposal indicates brand name or "equal" products are acceptable, the proposing firm may propose an "equal" product as an alternate, but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

Delivery Time (if applicable): Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the Respondent shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

Prices: Proposal pricing shall be firm unless otherwise specified. In the event of a discrepancy between unit prices and extended prices, the unit prices shall govern.

Signature: The proposing firm must sign each document in the proposal requiring a signature. If addenda are issued, the proposing firm must sign and return all addenda as part of their proposal.

Proposal Security: If a proposal security is required for this purchase, the requirement will be reflected in the specifications of the RFQ package. If required, a cashier's check or an acceptable surety bond in the amount indicated (or in the amount of 5% of the total of the RFQ submitted) must be submitted at the time the RFQ is submitted, and is subject to forfeiture in the event the successful firm fails to execute the contract documents within 10 calendar days after the contract has been awarded.

To be an acceptable surety on the bond (1) the name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570), or (2) the surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.

RFQ Preparation Costs: All costs associated with preparing an RFQ shall be borne by the Respondent.

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4. SUBMISSION OF RFQ

Unless otherwise specified, proposing firms are required to submit the following required documents, in addition to their detailed RFQ information, labeled "original" and six (6) copies plus one (1) electronic version on CD (PDF format).

Documents Required with RFQ: The following documents must be submitted with each RFQ prior to the due date:

- a. The signed RFQ cover page
- b. MWBE Participation Form (if applicable)
- c. Respondents Questionnaire and References

Any other documents included in the RFQ specifications requiring completion or execution by the proposing firm. **The Respondent may retain all other pages in the RFQ document.**

Addenda: Receipt of addenda must be acknowledged by signing and returning the Addenda with the RFQ, if requested, or under separate cover prior to the due date. Addenda containing RFQ pricing should be returned in a sealed envelope marked on the outside with the firm's name, address, RFQ number, and the due date and time. It is the proposing firm's responsibility to obtain, review, sign and return any and all addenda. Addenda are available through www.demandstar.com and in the Purchasing Division. Failure to return any and all issued addenda may adversely affect the firm's opportunity for award.

5. MODIFICATIONS OR WITHDRAWAL OF RFQS

Modification of RFQs: RFQs may be modified in writing at any time prior to the due date and time. Modifications should be returned in a sealed envelope marked on the outside with the respondent's name, address, RFQ number, and the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.

Withdrawal of RFQs: RFQs may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the firm) at any time prior to the due date. An RFQ may also be withdrawn in person by a firm, provided the withdrawal is made prior to the due date. The firm must sign a receipt of withdrawal.

No RFQs may be withdrawn after the due date without forfeiture of the proposal security (if required), unless there is a material error in the RFQ. Withdrawn RFQs may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing proposal.

6. OPENING OF RFQs

The Purchasing Division representative responsible for opening RFQs shall confirm the time and announce the RFQ opening. The representative shall then personally and *publicly open and read aloud only the names of firms submitting qualifications.*

7. EVALUATION FACTORS AND AWARD

Evaluation: Pricing information is not requested. Qualified firms will be invited to submit responses to a future RFP. Evaluation of qualifications will be conducted as described in this RFQ.

Award: The City will first examine qualifications statements to determine their conformance

with the RFQ. Any submissions that are deemed to be non-conforming to the stated requirements may be rejected. Therefore, Respondents should exercise particular care in reviewing the required Submission Format as set forth in this RFQ. See Section 5 for a description of the process for evaluation.

Acceptance of RFQ: Acceptance of this RFQ and the subsequent RFP will be in the form of a contract. The contents of the RFQ shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

- a. Specify approximate quantities in the RFQ;
- b. Extend the RFQ opening date and time;
- c. Consider and accept alternate proposals, if specified in the RFQ documents, when most advantageous to the City;
- d. Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
- e. Waive any minor informality in any RFQ or RFQ procedure (a minor informality is one that does not affect the competitiveness of proposing firms);
- f. Add additional terms or modify existing terms in the RFQ;
- g. Reject an RFQ at the City's discretion;
- h. Reject or cancel any or all RFQs;
- i. Reissue an RFQ; and/or
- j. Procure any item by other means.

8. POST-RFP DOCUMENTS REQUIRED FROM SUCCESSFUL FIRM

Certificates of Insurance: When insurance is required, the successful must provide certificates of insurance in the amounts and for the coverage required to the Purchasing Division within fifteen (15) business days after notification of award, or as otherwise required by the specifications.

Payment, Performance, and Maintenance Bonds: When payment, performance, and/or maintenance bonds are required, the successful firm must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of award, or as otherwise required by the specifications.

9. COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas.

The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

10. PUBLIC DISCLOSURE

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.

11. PROHIBITED VENDORS

As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control (see <http://www.treas.gov/offices/enforcement/ofac/sdn/>). Vendor agrees that should at any time during the term of this contract they become listed on the Terrorism List, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without recourse in the event Vendor becomes listed on the Terrorism List.

12. CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS

All questions concerning this procurement solicitation must be directed to the Purchasing Agent. Contact information for the Purchasing Agent is listed on page 1 of this document.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one RFQ proposer secures or attempts to secure an unfair advantage over another RFQ proposer or creates a situation where there is an appearance of impropriety in contacts between the RFQ proposer or Proposer's agent or Proposer's contractor or Proposer's consultant and City officials.

Proposers are prohibited from communicating with council members, City officials and their staff regarding the RFQ from the time the RFQ has been released until the list of qualified vendors is posted as a City Council agenda item for consideration by the entire city council.

These restrictions extend to letters, phone calls, emails or any contact that results in the direct or indirect discussion of the RFQ to be submitted. Violation of this provision by proposer or Proposer's agent may lead to disqualification from consideration. Exceptions to the restrictions on communication with City employees include:

Contacts by the proposer with City staff when such contacts do not pertain to this proposal. Examples include: private (non-business) contacts with the City by the proposer or Proposer's employees acting in their personal capacity; presentations and/or responses to inquiries initiated by City Staff; and if a representative of the proposer has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the RFQ.

CITY OF ARLINGTON, TEXAS
REQUEST FOR QUALIFICATIONS
FOR
EMERGENCY & NON-EMERGENCY AMBULANCE SERVICES
RFQ NUMBER 08-0022

SECTION 1 INTRODUCTION

1.0 Introduction

The City of Arlington, Texas announces an invitation to qualified Proposers to their submit Qualifications to participate in the second step Request for Proposals for the provision of emergency and non-emergency ambulance services and certain other services. ***This is a two-step process. Each RFQ will be evaluated and scored based on the criteria established in the proposal. The qualified firms will be invited to submit a proposal for the Exclusive Emergency and Non-emergency Ambulance Services.***

This Request for Qualifications (RFQ) initiates the first phase. Interested firms are requested to submit responses that document their credentials and qualifications to serve as the City's exclusive high performance provider of emergency and non-emergency ambulance services. The qualifications of the responding firms will be reviewed, scored and ranked as "qualified" or "not qualified" by the City based on the strengths of their submission. Only those firms ranked as qualified will be invited to continue participation in the process.

The successful proposer will be granted an exclusive contract subject to Arlington City Council approval for an initial period of five (5) years, beginning October 1, 2008 and will have the opportunity to earn up to three (3), one-year terms of earned extensions. The contract under which these services are to be procured will be a term agreement, with the contractor responsible for the collection of patient revenues from appropriate sources other than the City of Arlington.

1.1 Purpose

The purpose of this RFQ is to identify a "short list" of firms qualified to participate in a Request for Proposals for Exclusive Emergency and Non-emergency Ambulance Services in the near future. All of the firms deemed "qualified" will be invited to participate in the development of certain EMS system features including plans designed to incorporate coverage of the City's growing entertainment venues and scheduled mass gathering events. With input from the qualified participants, the City will establish a mass gathering response plan that will be incorporated into the Request for Proposals (RFP).

1.2 Objectives

Quality and Reliability Meet or exceed the quality and levels of service and support necessary to meet the Arlington EMS System's clinical needs.

1.3 Background

The Dallas - Fort Worth Metroplex is comprised of over 5.5 million residents and millions more visitors. The City of Arlington is the 7th largest city in the State of Texas encompassing over 96 square miles with a population of approximately 363,000 residents.

Within the City of Arlington there are three major shopping malls, including The Parks at Arlington which attracts approximately 25 million visitors annually. The City is home to Tarrant County Community College and the University of Texas at Arlington with a combined multi-national student population of approximately 36,000. Arlington Independent School District enrollment is approximately 62,000. Additionally, the City is home to the Texas Rangers baseball club, Six Flags Over Texas amusement park and is the future home of the Dallas Cowboys football team. There is a major east-west rail transportation line that traverses the City, as well as two interstate highways; I-30 and I-20; and State Highway 360, and U.S. Highway 287. Arlington is home to the Great Southwest Industrial Park, one of the largest industrial parks in the U.S., and to Siemens Corporation, National Semiconductor, Bell Helicopter, General Motors and others. Arlington is strategically situated east of Fort Worth, west of Dallas, and south of the DFW International Airport, within 15 minutes drive of each.

The Arlington Emergency Medical Services (EMS) System was created through the approval of an independent contractor ambulance provider and independent contractor medical director. Additionally, the system includes the Ambulance Service Chapter of the Code of the City of Arlington (the "ambulance ordinance" or the "ordinance", the provisions of the Texas Health and Safety Code and other relevant Federal, State and Local Law

Under the Failsafe Franchise system design the City contracts for all emergency and non-emergency ambulance services with a single exclusive provider of ambulance services for the City of Arlington. Contract rights are conveyed through an exclusive high performance contract.

The Arlington Failsafe Franchise system is designed to align the interests of the City and the contractor with those of the community and healthcare providers they serve. Through this procurement, the City offers to assign the market rights in return for high performance, clinically excellent, professional EMS services. The City provides no financial subsidy or payments of any kind to the contractor. The contractor must derive its operating revenue from user fees. The division of functional responsibilities in this EMS system is designed to achieve the best possible combination of public interest and industry expertise, when viewed from the patient's point of view.

1.4 Contract Term

The City intends to conduct an RFP and award a contract for an initial term of five years. The City will have the option to renew or extend the term of the contract up to a total of three additional years. The contract under which these services are to be procured will be a term agreement.

SECTION 2 ADMINISTRATIVE INFORMATION

2.0 Point of Contact

The Purchasing Agent, identified below, is the sole point of contact regarding the RFQ bidding documents from the date of issuance until selection of the successful vendor:
The point of contact for inquiries concerning this RFQ is:

Janice K. Hughes, CPPB
Purchasing Agent
City of Arlington
201 East Abram Street, Suite 800
Arlington, Texas 76010
817.459.6304, Fax 817.459.6334
Janice.Hughes@arlingtontx.gov

2.1 Restriction on Communication

All communications relating to this RFQ must be directed to the City's contact person named above. All other communications between a Vendor and city staff, and public officials **concerning this RFQ are prohibited**. Failure to comply with this section may result in the City disqualifying the Vendor's offer.

2.2 Procurement Schedule

The following dates are set forth for informational and planning purposes; however, the City reserves the right to change the dates.

Event	Date
CMO receipt of Draft RFQ	August 28, 2007
Phase One - Advertise and Issue RFQ	September 5, 2007
Last Day for Questions	September 20, 2007
Qualifications Due	October 4, 2007, 2:00PM
Qualifications Evaluation	October 5 – 14, 2007
Phase Two - Invitations to Qualified Firms	October 18-25, 2007
Mass Gathering Planning	October-December 2007
RFP Released	January 2008
Proposals Due	March 2008
Proposal Review	March 2008
Oral Presentations	March 2008
Proposal Evaluation & Scoring	March 2008
Tentative Award Notification	April 2008
Negotiation	April 2008
Final Contract Signed	May 2008
Contract Implementation	October 2008

Any adjustment or changes in the schedule after the release of this RFQ will be provided in the form of a written addendum to the RFQ sent to all persons who have registered through Demandstar. Verbal notifications are not official and may be incorrect.

2.3 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFQ. Vendors may also submit suggestions for changes to the requirements of this RFQ. The questions, requests for clarifications, or suggestions must be in writing and received on or before 4:30 p.m., **September 20, 2007**. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFQ, the page and section number(s) must be referenced. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFQ, the respondent should immediately notify the Purchasing Agent in writing of such error and request modification or clarification of the RFQ document.

The City assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFQ. Vendors must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

2.4 Amendment to the RFQ and Withdrawal of Offer

The City reserves the right to amend the RFQ at any time. The vendor shall acknowledge receipt of an amendment in its proposal. Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Purchasing Agent in writing if they wish to withdraw their proposals.

2.5 Submission of Offers

Vendors must furnish all information necessary to evaluate the bid proposal. Offers that fail to meet the mandatory requirements of the RFQ will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

2.6 Opening

After the RFQ opening, the qualifications content will remain confidential until the Evaluation Committee has reviewed all offers submitted in response to the subsequent RFP and the City has executed a contract.

2.7 Costs of Preparing the Offer

The costs of preparation and delivery of the submissions are solely the responsibility of the vendor. No payments shall be made by the City to cover costs incurred by any Vendor in the preparation of or the submission of this RFQ or any other associated costs.

2.8 Rejection of Offers

The City reserves the right to reject any or all offers, in whole or in part, received in response to this RFQ at any time prior to the execution of a written contract. Issuance of this RFQ in no way constitutes a commitment by the City to award a contract. This RFQ is designed to provide vendors with the information necessary to prepare a competitive proposal.

The City reserves the right to negotiate the terms of the contract with the selected Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Bidder, the City may negotiate a contract with the next highest scoring Bidder.

2.9 Disqualification

The City may reject outright and shall not evaluate proposals for any one of the following reasons:

1. The respondent fails to include information necessary to substantiate that it will be able to meet a service requirement.
2. The vendor fails to respond to the City's request for information, documents, or references.
3. The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFQ.
4. The vendor presents the information requested by this RFQ in a format inconsistent with the instructions of the RFQ.
5. The vendor initiates unauthorized contact regarding the RFQ with City employees and/or officials, or members of the evaluation committee.
6. The vendor provides misleading or inaccurate responses.
7. The vendor limits the City's rights.

2.10 Nonmaterial and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFQ, or that do not reflect a material change in the services. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFQ requirements or excuse the vendor from full compliance with RFQ specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the City.

2.11 Reference Checks

The City reserves the right to contact any reference to assist in the evaluation of the submission, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the submission.

2.12 Information from Other Sources

The City reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

2.13 Verification of Offer Contents

The content of a qualifications statement submitted by a respondent is subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.14 Criminal History and Background Investigation

The City reserves the right to conduct criminal history and other background investigations of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.

2.15 Clarification Process

The City reserves the right to contact a vendor after the submission of qualifications statements and offer proposals for the purpose of clarifying a proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the vendor has provided goods or services to the City or any other political subdivision wherever located, or requests for corrective pages in the vendor's submissions.

An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the City within the time specified in the City's request. Failure to comply with requests for additional information may result in rejection of the submission as non-compliant.

2.16 Disposition of Offers

All submissions become the property of the City. At the conclusion of the award/contract process, the contents of all offers will be in the public domain and be open to inspection by interested parties subject to exceptions provided in the Texas Information Act or other applicable law.

2.17 Release of Claims

By submitting an offer, the respondent agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFQ.

2.18 Presentations and Demonstrations

Vendor's key personnel may be required to participate in a panel interview. Only representatives of the evaluation team and the presenting Vendor will be permitted to attend the oral interviews. All Vendors submitting qualifications and proposals may not have an opportunity to interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Vendor.

2.19 Evaluation of Offers Submitted

Offers that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFQ. The City will award qualified status in accordance with the evaluation criteria set forth in section 5 of this RFQ. The evaluation and selection of a contractor will be based on the information submitted in the proposal, references and required presentations and demonstrations. Respondents shall respond to all requirements clearly and completely within three (3) days upon request. Failure to respond completely may be the basis for the rejection of a proposal.

2.20 Award and final offers

Awards following the RFP may be granted in one of two ways. The award may be granted to the highest scoring responsive, responsible Bidder. Or to the responsible contractor whose bid conforms to the RFQ, RFP and is the most advantageous to the City, price and other factors considered.

SECTION 3 DESCRIPTION OF TECHNICAL FUNCTIONS

I. Invitation to Submit Qualifications

The City of Arlington, Texas announces an invitation to qualified Proposers to submit qualifications to participate in a Request for Proposals for the provision of emergency and non-emergency ambulance services and certain other services. This is a two-step phase. Each RFQ will be evaluated and scored based on the criteria established in the proposal. The qualified firms will be invited to submit a proposal for the Exclusive Emergency and Non-emergency Ambulance Services.

The successful proposer will be granted an exclusive contract subject to Arlington City Council approval for an initial period of five (5) years, beginning October 1, 2008 and will have the opportunity to earn up to three (3), one-year terms of earned extensions. The contract under which these services are to be procured will be a term agreement, with the contractor responsible for the collection of patient revenues from appropriate sources other than the City of Arlington.

The City is conducting this process in two phases. This Request for Qualifications (RFQ) initiates the first phase. Interested firms are requested to submit responses that document their credentials and qualifications to serve as the City's exclusive high performance provider of emergency and non-emergency ambulance services. The qualifications of the responding firms will be reviewed, scored and ranked as "qualified" or "not qualified" by the City based on the strengths of their submission. Only those firms ranked as qualified will be invited to continue participation in the process.

All of the firms deemed "qualified" will be invited to participate in discussions related to the development of certain EMS system features including plans designed to incorporate coverage of the City's growing entertainment venues and scheduled mass gathering events. With input from the qualified participants, the City will establish a mass gathering response plan that will be incorporated into the Request for Proposals (RFP).

The qualified firms will be invited to submit responses to an RFP issued by the City for the provision of emergency and non-emergency ambulance services. Suppliers, providers or firms that did not participate in the RFQ and did not achieve a ranking of "qualified" will be excluded from the process. The substance of the RFP is still under development, however, the following information is provided to assist potential firms in determining their interest in the process.

A. Overview of System Design

The Arlington Emergency Medical Services (EMS) System was created through the approval of an independent contractor ambulance provider and independent contractor medical director. Additionally, the system includes the Ambulance Service Chapter of the Code of the City of Arlington (the "ambulance ordinance" or the "ordinance," the provisions of the Texas Health and Safety Code and other relevant Federal, State and Local Law.

Under the Failsafe Franchise system design the City contracts for all emergency and non-emergency ambulance services with a single exclusive provider of ambulance services for the City of Arlington. Contract rights are conveyed through an exclusive high performance contract.

The Arlington Failsafe Franchise system is designed to align the interests of the City and the contractor with those of the community and healthcare providers they serve. Through this procurement, the City offers to assign the market rights in return for high performance, clinically excellent, professional EMS services. The City provides no financial subsidy or payments of any kind to the contractor. The contractor must derive its operating revenue from user fees. The division of functional responsibilities in this EMS system is designed to achieve the best possible combination of public interest and industry expertise, when viewed from the patient's point of view.

B. City's Functional Responsibilities

Under this Failsafe Franchise Model, the City has the following responsibilities:

- To represent the public interest of its constituents.
- Monitor and enforce the Ambulance Service Chapter of the Code of the City of Arlington, Texas. Monitor compliance and enforce contractual terms.
- Temporarily replace the contractor in case of non-performance.
- Provide certain portions of the system infrastructure.
- Convey exclusive ambulance service contract rights to the contractor.
- Regulate rates and fees for EMS services to the extent allowed by law.
- Provide contract administration and funding mechanism for the Medical Director for clinical oversight and medical control.
- Solicit input from the Emergency Physician's Advisory Board on clinical oversight and medical control.
- To monitor response time performance.
- To develop standards and procedures for the investigation and resolution of disputes regarding the application of exemptions from response time penalties.
- Conduct periodic competition to select an operations contractor / Franchisee.

C. Medical Director

The Medical Director is established by City ordinance and contract. The City's Medical Director is given broad authority to regulate all clinical aspects of the emergency medical system that affect patient care. The Medical Director has a contract with the City and the Fire Chief is the contract administrator. Accordingly, the Medical Director has the following responsibilities without limitation:

- To recommend to the City, medically appropriate response time standards.
- To establish standards for patient care including those for ambulances, first responder vehicles and on-board equipment.
- To develop and revise protocols for ambulance and first responder services.
- To develop EMS protocols for the Communications Center
- To conduct medical audits
- To develop and administer written and practical tests for certification of ambulance, first responder and communications Emergency Medical Dispatch (EMD) personnel.

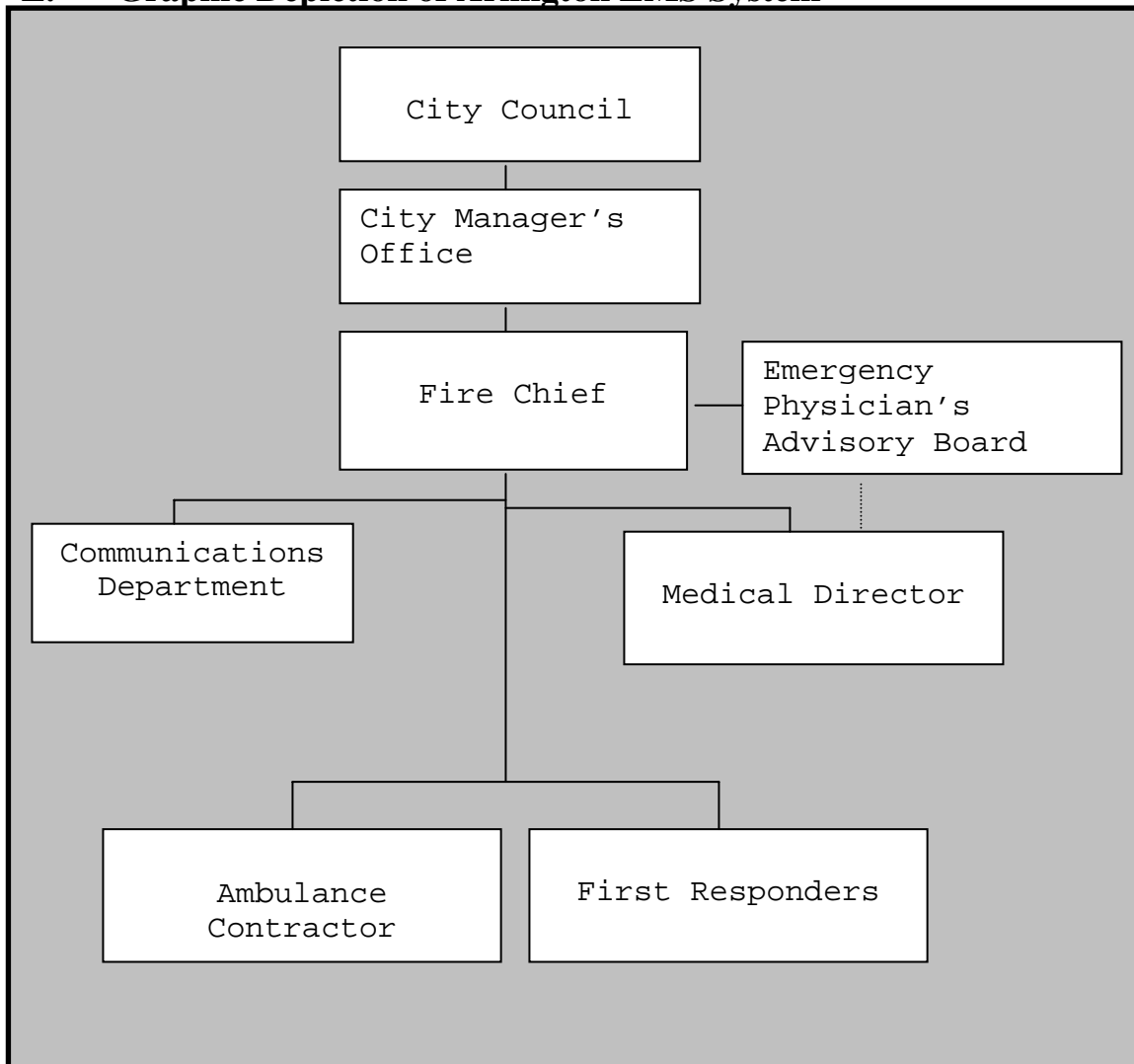
- To develop educational material and administer tests to assure that base station physicians are knowledgeable about the EMS system and its procedures.
- To conduct inspections of vehicles, equipment and supplies on both an announced and unannounced basis.
- To approve the standards regulating specialized critical care, aeromedical transportation, point-to-point wheelchair, stretcher van, and other types of medical transportation, including standards limiting which types of patients may be transported by each, and to issue, suspend, revoke and renew permits for the operation of such units as required by the Ordinance.

D. Emergency Physician's Advisory Board Responsibilities

The Emergency Physician's Advisory Board (EPAB) is established by the Ambulance Ordinance and is empowered to provide advice on clinical aspects of the emergency medical system which affect patient care. Accordingly, EPAB has, among others, the following responsibilities:

- To represent the needs and wishes of Arlington healthcare providers.
- To advise the Medical Director in all clinical matters.
- To provide advice to the City about clinical issues.
- To serve as a resource to the Medical Director.
- To serve as an advisory appeals board for Medical Director decisions.
- To provide advice and direction for EMS research.

E. Graphic Depiction of Arlington EMS System



F. Contractor's Functional Responsibilities

Under this Failsafe Franchise Model, the Contractor will furnish and manage EMS dispatch, field operations and accounts receivable services including but not limited to:

- Employment of dispatch and field personnel.
- Supervision and management of contractor's employees.
- Provision and maintenance of the vehicles and equipment, necessary to provide the specified services.
- In-service training of contractor's employees, EMD personnel in City Communications and First Responders.
- Development and management of an internal quality improvement system; as well as participate in System Quality Improvement (QI)
- Purchasing and inventory control.
- Support services necessary to operate the system.
- Accurate completion and timely submission of approved clinical and billing related data.
- Meeting contractual response time and other performance requirements in compliance with all applicable law including but not limited to State regulations, the Ambulance Ordinance, the operations contract, the System Standards of Care and approved Medical Protocols.
- Participate and cooperate with the Medical Director in medical audits and investigations with timely responses and completion of assigned tasks
- Report contract compliance on a weekly and monthly basis, while providing a verifiable audit trail of documentation of that performance.
- Provide patient billing and collection service and operate the membership program.
- Provide indemnification, insurance and other security as stated in this document and the final contract.

The system design places the responsibility for operational performance and all of the factors of production necessary to cost effectively achieve that performance under the control of the contractor.

2. Schedule of Events

The Schedule of events is provided in section 2.2 of this RFQ.

3. Letter of Intent

Organizations that desire to submit their company's qualifications should submit a letter of intent. The letter shall be submitted on company letterhead, identifying the name and address, phone number, facsimile number and email address of the company's contact for matters related to this procurement process. Each company may register only one contact.

The letter of intent must be signed by the person or persons who are authorized to bind the organization to contractual obligations and must be received no later than **September 20, 2007 at 4:30pm CST**. It shall be sent to:

Janice K. Hughes, CPPB
Purchasing Agent
City of Arlington
201 East Abram Street, Suite 800
Arlington, Texas 76010
817.459.6304, Fax 817.459.6334
Janice.Hughes@arlingtontx.gov

II. Minimum Qualifications & Documentation of Qualifications

A. Overview

This section describes the minimum qualifications that a proposer must meet in order to be eligible for contract award and therefore to submit a proposal. The successful proposer will be required to deliver a high level of performance within an EMS system that is among the most sophisticated and complex in the country. This process will require the submission of a qualifications document containing the firm's qualifications statement and later in the process a separate proposal containing detailed information about the firm's specific offer to provide services.

Qualifications statements will be evaluated to establish the relative strength of each proposer in the areas of analogous experience, financial depth and stability, and documentation of regulatory compliance. Proposers are cautioned about submitting incomplete or unresponsive qualifications statements or proposals. Incomplete or unresponsive qualifications or proposals will not be considered.

The City may conduct an extensive verification of the credentials and qualifications of each proposer. If the City finds any substantial misrepresentation of qualifications or is unable to verify a proposer's qualifications, the proposer will be deemed not qualified and eliminated from the procurement process. The City will permit firms that have been deemed qualified through this process to submit proposals during the RFP phase of this process.

Qualifications scoring will be accomplished by assigning the maximum number of points in each category to the proposer documenting the strongest qualifications. Other proposers will receive proportionately fewer points based on the City's evaluation of the relative qualifications of each proposer. Submissions failing to demonstrate minimum qualifications in any category will receive a "0" score for that category.

The following table illustrates the qualifications categories and their corresponding potential points:

Category	Maximum Points
Analogous Experience	20
Sound Financial Strength	20
Documentation of Regulatory Compliance	10
Maximum Total Qualifications Points	50

B. Standard Method for Qualifications

All proposers must provide detailed information and supporting materials to enable the City to fully evaluate the organization's qualifications. Entities that have multiple sites may use information from any site to establish qualifications. However, information presented which does not reflect the experience of the operational site responsible for performance under this proposal shall be noted.

Should any group of entities submit a proposal as a joint venture, or should any proposer propose to use a sub-contractor to fulfill obligations specified in this RFP, any information presented which does not reflect the experience of the operational unit submitting the proposal shall be so noted.

1. Analogous Experience

Each proposer shall provide the following:

- a. Documentation clearly demonstrating that the proposer has experience managing a full service (emergency and non-emergency) high performance¹ ALS ambulance service in a community with a population of at least 250,000 persons. Information provided should include a list of communities in which the service is operated, name(s), address(es) and phone number(s) of the Medical Director(s) and contract officer(s) or designated public official(s) with oversight responsibility. Documentation of independently verifiable maximum (fractile) response time performance, the number of responses provided in each of the last two years and a brief description of the community, its EMS system and the services provided by the proposer must be included.

Or,

- b. Documentation of existing sophisticated internal emergency services management systems and personnel that can facilitate its transition to managing such a service. This information should include descriptions of operational methods including, but not limited to:

1. System Status Planning and Deployment methods
2. Communications Center Management
3. Field Supervision
4. Training and Management of Clinical Personnel
5. Recruitment, Orientation and Retention of Personnel
6. Quality Improvement Process Management
7. Interactions with First Responders/Incident Command/NIMS
8. Management of a Materiel Management and Distribution System
9. Fleet Management
10. Driver Training and Risk Management
11. OSHA Compliance and Exposure Control
12. Participation in Medicare / Medicaid Compliance Program
13. Compliance and Quality Assurance methods for third party billing
14. Accounts Receivable Management

Proposer shall provide information and documentation of existing management and supervisory strength, including senior management and management bench strength, to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who will be directly responsible and accountable for providing services under this RFP.

Proposer shall demonstrate its ability to comply with response times by one of the following methods:

¹ As defined in Contracting for Emergency Ambulance Services, American Ambulance Association. Chapter 1.

1. Experience in managing and operating a service which is required to comply with specified emergency response times based on fractile compliance (e.g. 90% of life threatening emergencies responded to within 8 minutes and 29 seconds). Documentation shall include a copy of contract language, regulation or ordinance which requires compliance and the services response time performance for the past full year for which information is available. This information will be provided on a monthly compliance basis and in the following format:

Life Threatening Emergencies

Month												
Responses												
Exceptions												
Compliance %												

Or, if the proposer does not have experience managing and operating a service which is required to comply with specified response time;

2. The proposer shall provide clear and convincing information that demonstrates the capability to implement and manage such a system. The proposer should include information about the steps, policies, procedures, training, equipment and management techniques that would be utilized to fulfill the requirements of the contract.

2. Demonstration of Sound Financial Position

Proposer shall provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit responsible for the proposal. If the organization is a multi-site operator or subsidiary operation, it may report consolidated financial information provided that a letter guaranteeing the proposer's performance with the full faith and credit of the parent organization is included with the financial data and is signed by an official that clearly has the authority to bind the parent organization. The provider will also provide and document the following:

- a. Access to sufficient capital to provide for implementation and start-up of a contract of this size and scope.
- b. Financial reserves or net worth sufficient to sustain the operation for a period of up to one year in case the proposer has incorrectly estimated expenses or profits from the operation.
- c. Any issue or potential event that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.
- d. If the firm or its parent is publicly traded, a copy of the most recent annual report and SEC forms 10-(k) and 10-(Q). These must include audited financial statements for at least the past 2 years.

- e. If the firm is not publicly traded, copies of audited financial statements for the last 2 years. Audited financial statements are required.
- f. Detailed evidence of the firm's current levels of insurance coverage. At a minimum, the firm must document general, automobile and professional liability coverage amounts and carriers. During the RFP portion of the process, specific requirements will be communicated.
- g. A federal programs (Medicare, Medicaid & HIPAA) and third party payor billing and documentation compliance program. Proposer should identify its program, methods, documentation guidelines, and implementation procedures. Proposers will also identify the firm's compliance officer, privacy officer and detail policies related to reporting and resolution of compliance issues.

3. Documentation of Regulatory Compliance and Litigation

- a. The proposer shall detail any and all regulatory investigations, findings, actions, complaints and their respective resolutions. Proposer will specifically include details about any and all emergency (911) contract terminations within the last two years. Additionally, the proposer will detail the circumstances and resolution of any contract disputes or notices of non-compliance.
- b. The proposer will provide a detailed list of all litigation with specified or potential value of \$200,0000 or greater in which the proposer is involved.

SECTION 4 FORMAT AND CONTENT OF OFFER

4.0 Instructions

These instructions prescribe the format and content of the offer. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal.

4.1 Proposal Format and Requirements

Proposals shall be typewritten using a font of Arial 11 point, or equivalent, and unbound. The use of three-ring binders is preferred. Proposals shall include page numbers and have major sections tabbed. A minimum of one (1) original with original signatures and six (6) copies, and one CD must be submitted.

Table of Contents

The table of contents shall outline the proposal content and shall be sequenced and numbered consistent with the following format:

I. Letter of Transmittal

The response will clearly state the identity and address of the respondent. Additionally, the letter must contain a statement that the respondent understands the requirements of this RFQ and is committed to provide all services and features contained in its proposal. If the respondent is a partnership, corporation or other entity other than an individual, the letter must be signed by an officer authorized to obligate the entity.

II. Required Forms

Include in this section the completed and properly executed standard forms required by this procurement. These include:

- a.** Request for Proposal Form (Cover Page of RFQ)
- b.** Certification of Independence and No Conflict of Interest

III. Qualifications

Profile of Firm Submitting Qualifications

This section should provide a brief description of the submitting entity, describe its business structure, locations and services. Sufficient information should be included to describe the operating philosophy of the organization and its commitment to clinical excellence in EMS.

- a.** Analogous Experience
- b.** Demonstration of Sound Financial Position
- c.** Documentation of Regulatory Compliance and Litigation
- d.** Additional Information - Provide any additional information that may aid the Selection Committee in comparing proposals.
- e.** Attachments (containing any information or reference material not mentioned in the mandatory table of content that is necessary to document the provider's qualifications).

5.0 Introduction

This section describes the evaluation process that will be used to determine which vendors are qualified to submit proposals to the City. The evaluation criteria or elements listed will be used to determine which vendors are qualified to provide ambulance services to the City. Discussions may be conducted with respondents determined to be reasonably qualified, and the City reserves the right to reject any and all submissions. The City reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the City of Arlington to contract for the proposed project. The City will conduct an RFP to select the successful proposer. The City of Arlington shall not be liable to any respondent for costs associated with responding to the RFQ, for the respondent's participation in the interview, or any costs associated with negotiations.

Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be permitted after submissions and before award of the Contract.

5.1 Preliminary Evaluation**Evaluation of Qualifications**

Qualifications will be evaluated by a Selection Committee composed of representatives of the City of Arlington. The Selection Committee may, at the Board's discretion also include at least one outside member with experience in evaluating high performance EMS proposals and a financial advisor.

The City's consultants and legal advisors will not serve as members of the Selection Committee but may be asked to provide technical support for the committee. Investigations of Proposers' submissions and services may be conducted as deemed necessary by the City. Such investigations may include a site visit.

Qualifications Submissions will be evaluated according to the following methodology:

- Compliance with the RFQ

Qualifications Statements determined to be non-compliant with the RFQ will be eliminated. Compliance means that a proposal meets the minimum credentialing criteria, that the Qualifications Statement was received prior to the deadline for submission, the mandatory table of contents was followed, ordering and numbering conventions are consistent with the required table of contents, programs and offerings described in the Qualifications Statement meet the prescribed minimum standards, and format stipulated in the RFQ.

- Review of Qualifications

Qualifications statements submitted by all Proposers will be evaluated and scored. Points accumulated as a result of the qualifications review will be included in the final scoring of the proposals during Phase 2 of this procurement process.

Qualifications scoring will be accomplished by assigning the maximum number of points in each category to the proposer documenting the strongest qualifications.

Other Proposers will receive proportionately fewer points based on the Selection Committee's evaluation of the relative qualifications of each proposer.

Submissions failing to demonstrate minimum qualifications in any category will receive a "0" score for that category and will not be invited to participate in Phase Two. Submissions receiving a score of more than "0" in all categories and a total score of at least "30" will be qualified to participate in the RFP process."

5.2 Evaluation Criteria

An evaluation committee will assess the information provided by vendors in response to the criteria established below. The scores of all evaluators will be used to determine the ranking of each proposal. **Proposals will be evaluated on a matrix of the following criteria/weights:**

Category	Maximum Points
Analogous Experience	20
Sound Financial Strength	20
Documentation of Regulatory Compliance	10
Maximum Total Qualifications Points	50

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST,

By submitting a proposal in response to the City of Arlington's Request for Qualifications, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
4. No attempt has been made or will be made by the undersigned to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between the undersigned and the City that interferes with fair competition or as a conflict of interest.
6. The respondent's proposal is based solely on it's own understanding of the requirements of the RFQ based on the written contents of the RFQ, and any written addenda and written clarifications provided to vendors during the procurement process by the purchasing agent.
7. The respondent acknowledges and agrees that the City is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFQ or included by written addenda or written clarifications during the procurement process and issued by the purchasing agent.
8. The respondent shall guarantee in writing that all qualifications will remain firm a minimum of 180 days following the deadline for submitting proposals.

Signature

Name and Title

Company Name

Date

**CITY OF ARLINGTON
STANDARD TERMS AND CONDITIONS**

1. **APPLICABLE LAW** - This Contract is entered into subject to the Charter and ordinances of the City of Arlington, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.
2. **INDEPENDENT VENDOR** - Vendor shall operate hereunder as an independent vendor and not as an officer, agent, servant or employee of City. Vendor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors, sub-vendors and consultants.
3. **ASSIGNMENT** - The Vendor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Arlington. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.
4. **CONFLICT OF INTEREST** - The Vendor covenants and agrees that Vendor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Arlington Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
5. **SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
6. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
7. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
8. **TARGET ARLINGTON** - In performing this contract, Vendor agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.

9. **M/WBE** – As a matter of policy with respect to the City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified vendors, sub-vendors and suppliers where at least fifty-one percent (51%) of the ownership of such vendor, sub-vendor or supplier is vested in racial or ethnic minorities or women. In the selection of sub-vendors, the Vendor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.
10. **PAYMENT TERMS** - All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
11. **TAXES** - The City of Arlington is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.
12. **FUNDING** – Vendor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Arlington, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Arlington providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.
13. **F.O.B. DELIVERED AND DAMAGES** - Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Arlington, Texas, and shall include all freight, delivery and packaging costs. The City of Arlington assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Vendor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.
14. **VENDOR TO PACKAGE GOODS** - Vendor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Vendor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Vendor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
15. **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to."
16. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the City of Arlington until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
17. **FORCE MAJEURE** - Vendor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Vendor is unable to perform any of its obligations as a result of force majeure, Vendor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.

18. **RIGHT OF INSPECTION** - City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to Vendor of any goods rejected as being nonconforming under the specifications.
19. **RIGHT TO AUDIT** - Vendor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Vendor involving transactions relating to this Contract. Vendor agrees that the City shall have access, during normal working hours, to all necessary Vendor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Vendor reasonable advance notice of intended audits.
20. **PRICE WARRANTY** - The price to be paid by the City shall be that contained in Vendor's bid, which Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to Vendor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Vendor for breach or for Vendor's actual expense.
21. **WARRANTY SERVICE CLAUSE** - Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Vendor shall correct such work promptly after receipt of written notice from the City of Arlington or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Vendor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Vendor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Vendor fails to perform the work in accordance with the contract documents, or if Vendor fails to comply with any provision in the contract document, either the City of Arlington or its designee may, after seven (7) days written notice to Vendor, correct and remedy any such deficiency.
22. **NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.
23. **SAMPLES** - Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

24. **SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
25. **INDEMNIFICATION** –Vendor does hereby agree to waive all claims, release, indemnify and both hold harmless the City, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Vendor, its officers, agents, employees, sub-vendors, invitees, or other persons for whom the Vendor is legally liable, arising out of or in connection with the performance of this contract, and Vendor will at its own cost and expense defend and protect the City against any and all such claims and demands.

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Vendor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Vendor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

26. **NON-DISCRIMINATION** - Vendor shall not discriminate against any employee or applicant for employment of Vendor or of the City of Arlington because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Vendor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
27. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Vendor warrants that it and any and all of its sub-vendors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Vendor or any of its sub-vendors. **Vendor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or sub-vendors against City arising out of Vendor's and/or its sub-vendor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**

- 28. TERMINATION FOR DEFAULT** - The City of Arlington reserves the right to terminate the contract without prior notice in the event the Vendor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next responsible bidder. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Vendor hereunder, Vendor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 120 days following the award of this bid.
- 29. TERMINATION WITHOUT CAUSE** - The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Vendor will assist in the transition, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 30. NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Vendor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Vendor.
- 31. ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.
- 32. HEADINGS** – The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

INSURANCE REQUIREMENTS

The successful bidder shall submit evidence of required insurance on an original Accord certificate not later than fifteen (15) working days following bid award notification. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next responsible bidder. A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to the start of any work.

1. **Commercial General Liability:** \$500,000.00 per occurrence, \$500,000.00 products/completed operations and \$1,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverage's removed by exclusions.
2. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
3. **Workers' Compensation and Employers' Liability:** Statutory. Employers Liability policy limits of \$100,000.00 for each accident, \$500,000.00 policy limit - Disease.
4. **Professional Liability:** covering the services to be provided under this Contract in the amount of \$1,000,000.00 per occurrence with a minimum \$1,000,000.00 annual aggregate shall be maintained at all times during the term of the Contract.
 - a. If coverage is provided on a "claims made" basis, extended period or "tail" coverage shall be provided for a minimum of one year after the expiration date of the Contract.
 - b. Coverage may be provided through a surplus lines insurance company duly authorized by the Texas State Board of Insurance.

Other Insurance Provisions

1. The City, its officials, employees and volunteers shall be named as an additional insured on all applicable policies and each policy shall be endorsed with a waiver of subrogation in favor of the City. Required endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. **Workers' Compensation and Employers' Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Finance Department/Purchasing Division – **RFQ No. 08-0022**

Mail Stop 63-0810
City of Arlington
P. O. Box 90231
Arlington, Texas 76004-3231

6. **Workers' Compensation Insurance Coverage**
 - a. **Certificate of coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. **Duration of the project** - Includes the time from the beginning of the work on the project until the vendor's/person's work on the project has been completed and accepted by the governmental entity.
7. **Persons providing services on the project** ("sub-vendor" in Section 406.096) - Includes all persons or entities performing all or part of the services the vendor has undertaken to perform on the project, regardless of whether that person contracted directly with the vendor and regardless of whether that person has employees. This includes, without limitation, independent vendors, sub-vendors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage Vendors, office supply deliveries and delivery of portable toilets.
8. The vendor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the vendor providing services on the project, for the duration of the project.
9. The vendor must provide a certificate of coverage to the City prior to beginning work on the contract.
10. If the coverage period shown on the vendor's current certificate of coverage ends during the duration of the project, the vendor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
11. The vendor shall obtain from each person providing services on a project, and provide to the City:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the vendor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- c. The vendor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- d. The vendor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- e. The vendor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- f. The vendor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the vendor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the vendor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the vendor a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - 6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

12. By signing this contract or providing or causing to be provided a certificate of coverage, the vendor is representing to the City that all employees of the vendor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the vendor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
13. The vendor's failure to comply with any of these provisions is a breach of contract by the vendor which entitles the City to declare the contract void if the vendor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

City of Arlington
Bid and Proposal Protest Procedures

1. Any actual bidder or proposer who believes they are aggrieved as a result of a bid or proposal from the City of Arlington may file a protest. Only written protests may be considered. The protest may not be in regards to specific evaluation criteria or weights.
2. The protest must be in writing and delivered to the Purchasing Manger of the City of Arlington. The protest may be delivered in person to the department offices located at **201 E. Abram St, Ste 800, Arlington, Texas**, or by certified mail, return receipt requested, to the following address:

City of Arlington Financial Services/Purchasing Division
P.O. Box 90231
Mail Stop 63-0810
Arlington, Texas 76004-3231

3. The Purchasing Division must receive the written protest **within five (5) business days after** the posting of the City staff's award recommendation being submitted to the City Council for approval.
4. The written protest must include the following information before it may be considered by the city:
 - (a) name, mailing address, and business phone number of the protesting party;
 - (b) identification of the bid or proposal being protested;
 - (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest; and
 - (d) any documentation or other evidence supporting the protest.
5. All applicable documentation and other information applying to the protest must be submitted to the Purchasing Manager at the time of protest.
6. The Purchasing Division, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager or designee.
7. If the Purchasing Division is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager or designee.
8. A request for the City Manager's review must be in writing and received by the Purchasing Division **within three (3) business days** from the date the Purchasing Division notifies the protesting party that the protest can not be resolved. The request for City Manager review must be delivered in person to the Purchasing Division at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
9. If a protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.